

Project No.: M-951-6-904
Improvement of Steves Boulevard
Intersection with Santa Fe Avenue
in Flagstaff.
Highway U.S. 66 (Flagstaff-Holbrook)

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into this 15th day of July, 1982 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called the "State", and the CITY OF FLAGSTAFF, a municipal corporation, hereinafter called the "City".

WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and the Director of the Arizona Department of Transportation has by Resolution attached hereto, delegated to the undersigned the authority to execute the same on behalf of the State; and

WHEREAS, the City is empowered by Arizona Revised Statutes, Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body has, by resolution, a copy of which is attached hereto, resolved to enter into this agreement and has authorized the undersigned to execute the same on behalf of the City, and

WHEREAS, it is to the mutual benefit of the State and the City to reaffirm and amend the agreement covering the improvement of the existing drainage system at Fanning Drive and Santa Fe Avenue on U.S. 66, and enter into this agreement for the intersection improvement and drainage facilities at Steves Boulevard and Santa Fe Avenue, also on U.S. 66, and

WHEREAS the parties hereto have previously entered into a cooperative agreement on June 20th, 1977 for the improvement of drainage facilities at Fanning Drive and Santa Fe Avenue on U.S. 66 wherein the State was to pay the sum of \$65,418.00 for its share of the cost of this work within the Right of Way of U.S. 66, which was to be performed by the City; but which work has not yet been performed; nor any money paid pursuant thereto to date of this agreement, and

WHEREAS, by special request, the City desires to use the funds mentioned in the June 20th, 1977 agreement for the immediate improvement of the intersection and drainage facilities within the Right of Way of U.S. 66 at Steves Boulevard Railroad Crossing and intersection at Santa Fe Avenue and thereafter when funds are available, shall perform all drainage work set forth in the June 20, 1977 agreement, at Fanning Drive and the Intersection of Santa Fe Avenue on U.S. 66 at its own expense for the consideration of the transfer of the funds therein to the immediate need at Steves Boulevard Intersection.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, it is mutually agreed as follows:

1. That the Intergovernmental Agreement dated June 20, 1977 between the State and the City, being Agreement No. 3640 as filed with the Secretary of State on June 22, 1977, remain in force and effect and is attached hereto and incorporated herein by reference. That the same be and is amended to the extent that all work done by the City under that agreement be totally at the expense of the City and no payment of the funds stated therein, shall be made by the State. That the funds mentioned therein shall by this agreement

be paid to the City for work to be done at Steves Boulevard Intersection with Santa Fe Avenue (U.S. 66) as is hereinafter set forth.

2. That the City shall design and furnish plans for approval by the State for Intersection and Drainage Improvements at Steves Boulevard Railroad Crossing at its intersection with Santa Fe Avenue (U.S. 66). The City shall also furnish all labor, material, and equipment for the project which is designated as Project 502-59 of the City.

3. That the State shall, after completion and inspection by the State, of the work done by the City at Steves Boulevard Railroad Crossing and Intersection with Santa Fe Avenue (U.S. 66) pay to the City the funds designated in the attached agreement dated June 20, 1977, being the amount of \$65,418.00 presently budgeted under State Project F-037-1-914, which funds shall be transferred to State Project No. M-951-6-904, for budgetary purposes. Such funds shall be subject to any miscellaneous and administrative expense incurred by the State herewith and shall be reduced accordingly. All expenditure of any such funds for work performed by the City, or under contract, shall be confined to and performed within the existing Right of Way of Highway U.S. 66.

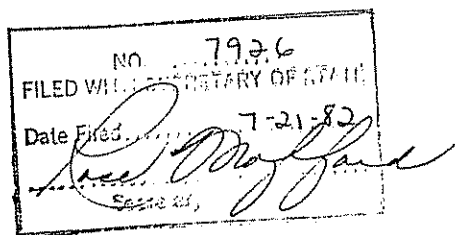
4. That after completion of the work herein mentioned at both Steves Boulevard Intersection and also at Fanning Drive Intersection, the State shall continue to have responsibility for maintenance of the roadway within the right of way of U.S. 66 at both of said intersections as a part of the State Highway System and shall also be responsible for maintenance of any traffic lights at either intersection.

The City shall continue to have responsibility for maintenance of all of Steves Boulevard and Fanning Drive lying outside the right of way of U.S. 66 and shall hereafter be responsible for maintenance of all drainage and channel facilities to be constructed at both intersections.

5. Any damage arising from the carrying out in any respect of the work embraced in this agreement or any modifications thereof, shall be solely the liability of the City and the City agrees to save and hold harmless the State, any of its departments, agencies, officers or employees from all cost or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any of the work or activity to be conducted by the City, or any condition, or event arising out of the performance or non-performance of any provisions of this agreement by the City, and of its agents or any of its independent contractors.

6. This agreement shall remain in force and effect until the work herein embraced has been completed in accordance with the terms of the agreement.

7. This intergovernmental agreement shall be filed with the Secretary of State and shall not be effective until so filed. This agreement may be terminated at any time by either party hereto prior to the awarding of any construction contract, upon 30 days written notice to that intent. The parties hereto are hereby put on notice that this agreement is subject to cancellation by the Governor of Arizona, pursuant to Arizona Revised Statutes, Section 38-511.

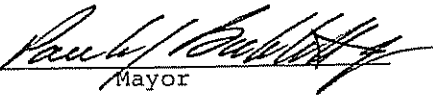


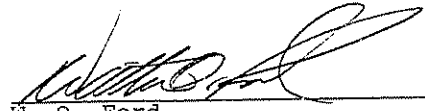
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Intergovernmental Agreement
Project M-951-6-904

IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF FLAGSTAFF


STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By: 
Mayor


W. O. Ford
Chief Deputy State Engineer

ATTEST:

DATE: 7-15-82


DATE: 7-12-82

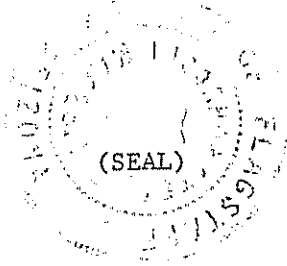
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7-2-82

CERTIFICATION

I, LINDA BUTLER, City Clerk of the City of Flagstaff, Arizona, do hereby certify that the attached is a full, true, and correct copy of an extract of the Minutes of the Flagstaff City Council Meeting, held June 15, 1982.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 13th day of July, 1982.

Linda Butler
CITY CLERK




Improvement of Intersections at
Fanning Drive and Steves Boulevard
On U. S. 66 in Flagstaff, Arizona

RESOLUTION

BE IT RESOLVED on this 17th day of May, 1982, that I,
W. A. Ordway, Director of the Arizona Department of Transportation,
have determined that it is in the best interests of the State of
Arizona that the Department of Transportation, acting by and
through the Highways Division, enter into an Intergovernmental
Agreement with the City of Flagstaff for the improvement of
Intersections at Fanning Drive and Steves Boulevard on U.S. 66
in Flagstaff and for use of previously budgeted funds on a new
project.

THEREFORE, authorization is hereby given to draft said
agreement which, upon completion, shall be submitted for approval
and execution by the Chief Deputy State Engineer.


W. A. ORDWAY, Director
Arizona Department of
Transportation

HJR:ea

CITY OF FLAGSTAFF, ARIZONA

MINUTES 6/15/82

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CONTRACTS, LEASES AND AGREEMENTS:

Consideration of Agreement with Walgreen Arizona Drug Company - Street Improvements on Industrial Drive and on Walgreen Way:

Recommended Action: Approve an Agreement with the Walgreen Arizona Drug Company and authorize the Mayor to sign on behalf of the City.

A motion was made by Councilmember Lyon and seconded by Councilmember Wood to table this item. The motion unanimously carried.

Consideration of Intergovernmental Agreement with Arizona Department of Transportation:

Recommended Action: Approve an Agreement with ADOT for a transfer of funds and authorize the Mayor to execute on behalf of the City.

It was moved by Councilmember Lyon and seconded by Councilmember Wood to approve the Agreement with ADOT for a transfer of funds and authorize the Mayor to execute on behalf of the City. The motion unanimously carried.

Consideration of Contract - Wildcat Hill Wastewater Treatment Plant - Brown and Caldwell Contract Amendment No. 2:

Recommended Action: Approve the grant amendment for a total cost ceiling of \$354,024.91 and authorize the Mayor to execute the necessary documents subject to approval by the Arizona Department of Health Services.

Councilmember Wood moved to accept the staff recommendation. Councilmember Hannah seconded the motion.

Councilmember Lyon indicated that he was not happy with this request. It is an additional cost. The City has paid a great deal of money to Brown and Caldwell to watch over the construction of this plant, and we have no choice of going with another engineering firm to oversee the final phase of construction. He would vote to approve the motion since we have no other choice.

Mayor Babbitt agreed. The information we have received indicates that because of time extensions granted under the construction agreement, this amendment is necessary.

The motion unanimously carried.

Consideration of Construction Contract for City Street Improvements:

Recommended Action: Award the Contract to Northern Arizona Contracting Company, Inc., in an amount not to exceed \$146,180 and authorize the Mayor to execute on behalf of the City.

A motion was made by Councilmember Morris and seconded by Councilmember Wood to award the Contract to Northern Arizona Contracting Company, Inc., in an amount not to exceed \$146,180 and authorize the Mayor to execute on behalf of the City. The motion unanimously carried.



OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 82-326, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of July, 1982.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, reading "James R. Redgall".

Assistant Attorney General
Transportation Division